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Docket NO. T-04080A-04-0034

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AZ CORP COMMISSION  
DOCUMENT CONTROL

July 30, 2007

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

**VIA E-MAIL & USPS DELIVERY**

Re: Docket No. T-04080A-04-0034 – STAFF’S LETTER OF INSUFFICIENCY AND THIRD SET OF DATA REQUESTS TO COMTECH21, LLC

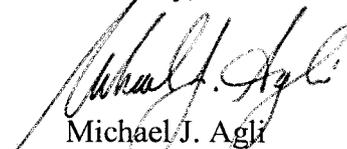
To Whom It May Concern:

ComTech21, L.L.C. (“ComTech21”) hereby submits its responses to the Commission’s data requests, specifically questions 1 through 5 issued by the Utilities Division in a letter dated January 11, 2007. Please note, there was a number of telephone conversations with Ms. Candrea Allen, Executive Consultant I Utilities Division, regarding the confidential nature of the financial statements requested which delayed our response.

In accordance with the Department’s instructions contained in the above-referenced letter and those instructions provided by you via telephone, please find enclosed this original response and thirteen copies.

If you have any questions, please do not hesitate to contact me at 203-679-7179.

Sincerely,

  
Michael J. Agli  
Vice President

Arizona Corporation Commission  
**DOCKETED**

**AUG 21 2007**

DOCKETED BY 

Cc: Lorraine Esposito, ComTech21, LLC Regulatory Compliance

1. Please specify the type of telecommunications services for which ComTech is applying to provide.

**Response:** ComTech21 has submitted this request to provide local dial tone on a resale basis in the state of Arizona. ComTech21 has previously been authorized by the state of Arizona to offer long distance services.

2. Please Provide the information requested in question (A-8) of the application?

**Response:** The information requested in question (A-8) and the specific responses are listed below.

(A-8) Please include Attachment "A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

**Response:** Please see attached Certificate of Good Standing

2. A list of names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

**Response:** ComTech21, LLC is wholly owned by Mr. Richard Minervino, Sr. Mr. Minervino serves as the managing member of the LLC. Please see attached bio for Mr. Minervino.

3. Indicate percentages of ownership of each person listed in A-8.2.

**Response:** ComTech21, LLC is wholly owned by Mr. Richard Minervino, Sr. Mr. Minervino serves as the managing member of the LLC. Please see attached bio for Mr. Minervino

3. Please provide copies of ComTech's updated financial statements including the balance sheet, income statement, retained earnings statement, audit report, and all notes related to the financial information submitted.

**Response:** ComTech21 is a privately held company and, as such, the company's financial information is not publicly disclosed. ComTech21 considers its financial statements to be proprietary and confidential. After numerous conversations with Ms. Candrea Allen, Executive Consultant I, Utilities Division, it was determined that the requested financial information could not be handled in a confidential manner; therefore, ComTech21 has decided not to supply this information at this time.

ComTech21 respectfully submits to the Commission that it is willing to disclose such information to the Commission for the Commission's use with the understanding that it will not be disclosed publicly or shared with any other party. Unfortunately this request could not be accommodated per Ms. Allen.

If the Commission would like to discuss alternatives regarding the disclosure of this confidential and proprietary information you can contact Michael Agli at (203) 679-7179.

4. Please provide updated copies of ComTech's proposed tariff, if applicable.

**Response:** Please see attached copy of proposed tariff.

5. Please provide the information requested in question (B-4) of the application.

**Response:** The information requested in question (B-4) and the specific responses are listed below.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which that Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

**Response:** Please see attached spreadsheet reflecting the response to this question 1.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

**Response:** Please see attached spreadsheet reflecting the response to this question 2.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

**Response:** ComTech21 operates in the state of Arizona as a foreign corporation and will not own any Arizona jurisdictional assets.

4. If projected value of all assets is zero, please specifically state this in your response.

**Response:** The projected value of all Arizona jurisdictional assets is zero.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**Response:** The projected fair value of all Arizona jurisdictional assets is zero.

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*COMTECH 21, LLC\*\*\***

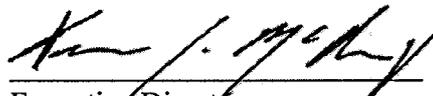
a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 26th day of April 2000.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 27th Day of July, 2007, A. D.



  
Executive Director

Order Number: 162134

Response to Question # 2 (1)

### PRINCIPLE OFFICERS OF COMTECH21, LLC

The Company's management team is comprised of key individuals with a wide range of telecommunications, public reporting and business experience from large carriers and entrepreneurial reseller firms. The team is highly qualified with solid backgrounds and extensive experience with Local Telephone Service, Long Distance Telephone Service, Data Services, Enhanced Services and Wireless Communication Services.

**Richard Minervino Sr., Chairman and Chief Executive Officer**  
**One Barnes Park South, Wallingford, CT 06492**

Minervino is a 50 year industry veteran and the Company's founder. An insightful strategist who understands his customers needs, Minervino started his career at Southern New England Telephone in 1952 where over twelve years he held a variety of technical positions and was promoted to marketing manager specializing in telecommunications needs for the insurance industry.

Sensing opportunity, Minervino left the Bell System in 1964, traveling the world as a telecommunications consultant, one of the first in the industry. His client list reads like a Who's Who in American business. Aetna Insurance Company, Amerada Hess, Commonwealth Oil, Cerro Corporation, Colt Industries, Harvey Aluminum, R.J. Reynolds, ITT-Virgin Islands Telephone, Kidder Peabody, BBDO, Grey Advertising, Ogilvy & Mather, Inter Public, Needham Harper & Steers, J. Walter Thompson, Yale University, Emery, Purolator, IBM and his old company, Southern New England Telephone, to name just a few. Minervino also established a telecommunications consulting practice for Booz-Allen & Hamilton where he served as senior officer in charge. Mr. Minervino is an avid inventor and innovator, holding numerous copyrights and patents. Throughout his many years of experience in a broad range of business telecommunications situations, one shortcoming stood out repeatedly: there existed no highly reliable and accurate system to provide management information of a company's entire telephone system, so in 1970 Minervino began to develop just such a system, and established the first hardware-software forerunner of what eventually resulted in the Awareness® Service.

The first such system went into operation on a test basis in 1972 in conjunction with Phoenix Mutual, and after twelve months, the results were clear and dramatic; telephone expense, which had been skyrocketing in previous years, was reduced by over 30 percent. Results in hand, Minervino installed similar systems at a number of his clients' facilities - - Aetna, Connecticut Mutual, New England Mutual Life, Paul Revere and others, and began to further refine the systems design and output. Proving that his new telecommunications management information systems were effective, and viable as a product, Minervino has continually developed new and useful services which continue to reduce client's telecommunications expenses substantially. Billing has always been fundamental to Minervino, touting his philosophy that reliable and accurate internal billing procedures will trim usage costs by prudently restraining overuse, misuse and abuse; he created the first customized Virtual Network Billing ("V-NET billing") package in 1984, to service the billing needs of Emery Worldwide, taking the departmental, divisional and location based cost allocation systems to the next level. This combined nucleus of unique capabilities provided the groundwork for Minervino Companies long distance reseller billing services and the cellular and beeper service billing environments, as well as University and Student billing. Harvard University is one of the many university billing clients throughout the country.

*Response to Request # 2 (2)*

Tariff Schedule Applicable to  
Provide Resold Local Exchange Telecommunication Services and UNE-P Services  
Telecommunications Services Furnished by  
COMTECH21, LLC  
Between Points Within the State of Arizona

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Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

*Response to Request # 4*

## TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

## CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	30	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
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10	Original		
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27	Original		
28	Original		
29	Original		

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

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COMTECH21, LLC  
 One Barnes Park South  
 Wallingford, CT 06492

1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Arizona. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business and or residential customers.
- 1.2.3 The Company's service territory is same as Qwest.

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COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

## 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to **ComTech21, LLC**.
- 1.3.2 "Commission" means the Arizona Public Service Commission.
- 1.3.3 "Completed call" is a call that the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.8 **IF THE COMPANY USES TIME PERIODS, THE COMPANY SHOULD CUSTOMIZE THE FOLLOWING TABLE** "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not Including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Sunday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
	8:00 a.m.	5:00 p.m.	Saturday

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Holidays - COMTECH 21, LLC recognized holidays are New Year's Day (January 1), President's day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept), Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25). The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates.

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Effective date: \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The carrier will provide Resold Local Exchange Telecommunications Services and UNE-P Services between points within the State of Arizona.

### 2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts that are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of

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customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### 2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

#### 2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

#### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

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2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The

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customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person that may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first

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distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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## 2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

## 2.6 Customer Deposits

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by state code.

## 2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by and maybe amended from time to time.

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- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 30 days of the billing invoice date in the case of residential customers and all non-residential customers. Payments made by customers to the carrier will be credited against the oldest charges outstanding.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals.

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the carrier of billing or other disputes in writing. Disputes should be submitted within 30 days.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Arizona Corporation Commission  
Docket Control  
1200 W. Washington Street  
Phoenix, AZ 85007-2927

- 2.8.3 The Company provides the following toll free number **(1-877-312-5564)** for customers to contact the carrier.

2.9 Allowance for Interruptions in Service

- 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

2.10 Taxes and Fees

- 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross

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receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

- 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

The charge for a returned check is \$25.00.

2.12 Directory Assistance Call Allowance

The Directory Assistance Call Allowance will be mirrored from the Qwest Tariff.

2.13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.14 Termination of Service:

2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

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- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

#### 2.14.2. Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - 2.14.2.1.A Non-compliance with Regulations. For violation of or non-compliance with state regulations.
  - 2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Arizona Public Service Commission.
  - 2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
  - 2.14.2.1.D Non-payment of Bill.
    - 2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in

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which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.14.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with state regulations/code.

### 2.14.3. Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.14.3.1.B Failure to pay for a different class of service for a different entity;

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2.14.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.14.3.1.D Failure to pay directory advertising charges;

2.14.3.1.E Failure to pay an undercharge as described in the state regulations/code or

2.14.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

## PROVISION OF SERVICE AND FACILITIES

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

## 2.15 Unlawful Use of Service

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

## 2.16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

## 2.17 Telephone Solicitation by Use of Recorded Messages

- 2.17.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other

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equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

### 2.18 Incomplete Calls

2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

### 2.19 Overcharge/Undercharge

2.19.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

## 3 DESCRIPTION OF SERVICES

### 3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

### 3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

### 3.3 Individual Case Basis ("ICB") Offerings

3.3.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers

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have non-discriminatory access to requesting the service under an ICB rate.

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Effective date: \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

#### 4 RATES AND CHARGES

##### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Qwest – Arizona, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 Different rates are not based on time of day or day of week as described in the following rate table.

##### 4.2 Dial-Around Compensation Surcharge for Payphones

- 4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone, which are not paid on a sent paid basis. The Surcharge applies to:
  - A. Calling card service
  - B. Collect calls
  - C. Third party billed
  - D. Directory Assistance calls
  - E. Pre-paid card service
- 4.2.2 The Surcharge does not apply to:
  - A. Calls paid for by inserting coins
  - B. Calls placed from stations other than public/semi-public payphones
  - C. Calls placed to the Arizona Telecommunications Relay Service for the hearing impaired
  - D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

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4.2.3 The Dial Around Compensation Surcharge rate is no greater than \$.25 per call.

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Effective date: \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

## 5 INTRALATA TOLL PRESUBSCRIPTION

### 5.1 General

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

### 5.2 Presubscription Charge Application

#### 5.2.1 90-Day Initial Free Presubscription choice for Existing Users

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

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Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

#### 5.2.2 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selections available to new end user or Pay Telephone Service Providers are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

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### 5.2.3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

### 5.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

## 5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

### 5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

### 5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

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- 5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
- 5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;
  - 5.3.2.1.B The decision to change the PIC to the ITP; and
  - 5.3.2.1.C The customer's understanding of the PIC change fee; or
- 5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or
- 5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).
- 5.3.3 The Company will follow the Federal Communications Commission's and the Arizona Public Service Commission's (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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#### 5.4 PIC Switchback Options

##### 5.4.1 Customer denies requesting change of ITP.

When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

- 5.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 5.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927:

##### 5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

#### 5.5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

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The Federal Communications Commission and the Arizona Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3<sup>rd</sup> party verification, written letter of agency from customer, electronic authorization) and the Arizona Public Service Commission (if issued). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

#### Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

#### 5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

#### 5.7 Rates and Charges

- |       |                                      |                  |
|-------|--------------------------------------|------------------|
| 5.7.1 | Charge for ITP Carrier Change        | \$3.00 - \$10.00 |
| 5.7.2 | Charge for Switchback Carrier Change | \$3.00 - \$10.00 |

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Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

**Projected Local Service Revenue  
for First Twelve Months in State of Arizona**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Totals for 1st 12 Months
Zone 1 Customers	0	1	1	2	3	4	5	6	7	8	9	10	10
Zone 2 Customers	0	1	1	1	1	2	2	3	4	5	6	7	7
Zone 3 Customers	0	0	0	1	1	1	1	1	1	1	1	2	2
Zone 1 Customers Measured LD	0	1	1	2	2	3	3	4	5	5	6	6	6
Zone 2 Customers Measured LD	0	1	1	1	1	2	2	2	3	3	4	5	5
Zone 3 Customers Measured LD	0	0	0	1	1	1	1	1	1	1	1	2	2
Zone 1 Customers Bundled LD	0	0	0	0	1	1	2	2	2	3	3	4	4
Zone 2 Customers Bundled LD	0	0	0	0	0	0	0	1	1	2	2	2	2
Zone 3 Customers Bundled LD	0	0	0	0	0	0	0	0	0	0	0	0	0

**Retail Revenue Per Line**

Zone 1 Customers Measured LD	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	\$25.99	25.99
Zone 2 Customers Measured LD	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	31.99
Zone 3 Customers Measured LD	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	\$57.99	57.99
Zone 1 Customers Bundled LD	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	\$45.99	45.99
Zone 2 Customers Bundled LD	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	51.99
Zone 3 Customers Bundled LD	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	\$77.99	77.99
Projected Revenue	\$0.00	\$57.98	\$57.98	\$141.96	\$187.95	\$245.93	\$291.92	\$369.90	\$427.88	\$525.86	\$583.84	\$719.81	\$3,611.01	
Projected Cost of Sales	\$0.00	(\$43.49)	(\$43.49)	(\$106.47)	(\$140.96)	(\$184.45)	(\$218.94)	(\$277.43)	(\$320.91)	(\$394.40)	(\$437.88)	(\$539.86)	(\$2,708.26)	
Projected Gross Profit Margin	\$0.00	\$14.50	\$14.50	\$35.49	\$46.99	\$61.48	\$72.98	\$92.48	\$106.97	\$131.47	\$145.96	\$179.95	\$902.75	